

REQUEST FOR PROPOSAL



Missouri Department of Mental Health
Office of Administration
Contracts and Procurement Unit
1706 East Elm Street
P.O. Box 687
Jefferson City, MO 65102

RFP # SDA42005003

Opioid Treatment Program

**Service Delivery Area
St. Louis County**

Contract Period: **Date of Award through June 30, 2005**

Date of Issue: October 5, 2004

**Proposals must be received at the above address
no later than :**

2:00 p.m., October 29, 2004

For information pertaining to this RFP contact:

Tim Karle, Procurement Officer II

(573) 751-9170 tim.karle@dmh.mo.gov

Services to be Purchased by the

**DEPARTMENT OF MENTAL HEALTH
DIVISION OF ALCOHOL AND DRUG ABUSE**

Under the authority of SDA420

A pre-proposal conference will be held in the 4th Floor Conference Room, at the Department of Mental Health St. Louis Psychiatric Rehabilitation Center, Dome Building, 5400 Arsenal Street, St. Louis, Missouri., on October 14, 2004 at 10:00 a.m. Attendance is not required to submit a proposal, however, all offerors are encouraged to attend since information related to the RFP will be discussed in detail.

Proposals must be delivered in a **sealed** container to the Department of Mental Health, Contracts and Procurement Unit, 1706 Elm, P.O. Box 687, Jefferson City, Missouri 65102. The offeror should print or type the **RFP Number** and **Return Due Date** on the lower left hand corner of the envelope or package to identify the package as a proposal.

We hereby agree to provide the services and/or items, at the price quoted, pursuant to the requirements of this document and further agree that when this document is countersigned by an authorized official of the Missouri Department of Mental Health, a binding contract, as defined herein, shall exist between the offeror and the Department of Mental Health.

The authorized signer of this document certifies that the contractor (named below) and each of its principals (as defined by 45 CFR 76) are not suspended or debarred by the federal government.

Authorized Signature: _____ Proposal Date _____

Printed Name and Title: _____

Company Name: _____

Mailing Address: _____

City, State Zip: _____

Telephone: _____ Fax: _____

State Vendor Number: _____ DMH Vendor # _____

E-Mail Address: _____

NOTICE OF AWARD:

This proposal is hereby accepted by the Department of Mental Health as follows:

Deputy Director for Administration, Dept. Mental Health

Date

Part I - Introduction and General information

1 INTRODUCTION

1.1 This document constitutes a request for competitive, sealed proposals for the purchase of alcohol and drug abuse treatment services, as set forth herein.

1.2 Organization

1.2.1 This document, referred to as a Request for Proposal (RFP), is divided into the following parts:

- 1) Part I – Introduction, General Information and Offeror Requirements
- 2) Part II - Performance Requirements
- 3) Part III - General Contractual Requirements
- 4) Part IV - Proposal Submission and Award Information
- 5) Pricing Page
- 6) Attachment A (Scope of Work)
- 7) Attachment B (Specific Requirements and Special Conditions)
- 8) Attachment C (Program Model Chart)
- 9) Attachment D (Service Definitions)
- 10) Attachment E (Implementation Phase Requirements)
- 11) Attachment F (Physician Certification Form)
- 12) Attachment G (MOE Requirements)
- 13) Attachment H (Trauma Services)
- 14) Attachment I (Charitable Choice Notice)
- 15) Exhibit A (Prior Experience of Offeror)
- 16) Exhibit B (Personnel Expertise Summary)
- 17) Exhibit C (Offeror's Method of Performance)
- 18) Request for Proposal Terms and Conditions

1.3 Pre-Proposal Conference:

1.3.1 A pre-proposal conference regarding this Request for Proposal will be held at the 4th Floor Conference Room, at the Department of Mental Health St. Louis Psychiatric Rehabilitation Center, Dome Building, 5400 Arsenal Street, St. Louis, Missouri. on October 14, 2004 at 10:00 a.m.

1.3.2 All potential offerors are encouraged to attend this conference in order to ask questions and provide comments on the RFP. Attendance is not required in order to submit a response; however, offerors are encouraged to attend since information relating to this RFP will be discussed in detail. Offerors should bring a copy of the RFP since it will be used as the agenda for the pre-proposal conference.

1.3.3 Offerors are strongly encouraged to advise the Contracts Unit, Department of Mental Health, five (5) working days prior to the scheduled pre-proposal conference of any special accommodations needed for disabled personnel who will be attending the conference so that these accommodations can be made.

1.4 **Background Information:**

- 1.4.1 The Missouri Department of Mental Health, through the Division of Alcohol and Drug Abuse, provides alcohol and other drug abuse services through a network of community-based contracts. These services currently provided to the public include treatment services for addiction to opiate drugs.
- 1.4.2 The Opioid Treatment Program (OTP) is designed for medically supervised withdrawal from heroin and other opiate drugs, followed by ongoing treatment and rehabilitation for addiction and related life problems.
- 1.4.3 Opioid treatment services are currently being provided in St. Louis County via contract CDA2872033-04 with Drug and Alcohol Rehabilitation Treatment (DART). Contract(s) awarded as a result of this RFP will replace the contracted services with DART.
 - a. In order to minimize disruption to clients during the transition to a new contractor, the Department desires that offerors give consideration to operating the OTP from its current location at 637 Dunn Road, Suite 180, Hazelwood, Missouri.
 1. Potential offerors may arrange to inspect the current facility by contacting the Eastern District Administrator at 314-877-0370.
- 1.4.4 Funding for this program comes, in part, from the Substance Abuse Prevention and Treatment Block Grant and is therefore subject to the federal rules and regulations associated with that grant.
- 1.4.5 In developing its treatment resource system, the Department places a high priority on training and technical assistance. All service contractors are encouraged to participate in relevant training events announced by the Department, and to access technical assistance resources available for support of treatment services. In certain instances, the Department may require participation.
- 1.4.6 The Department estimates that approximately \$ 650,000 annually, will be available to support contracts awarded from this RFP. While the Department anticipates awarding a single contract, the Department reserves the right, at its sole discretion, to make single, partial, multiple or no awards as a result of this RFP.
 - a. It is estimated that the available funding will allow provision of services described herein to approximately 300-350 clients per year.

1.5 **General Information:**

- 1.5.1 Pursuant to 34.060 RSMo, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri.
- 1.5.2 A preference shall be granted to bids for products and/or services manufactured, produced or assembled by nonprofit organizations for the blind established pursuant to 41 U.S.C. sections 46 to 48c and sheltered workshops holding a certificate of approval from the Department of Elementary & Secondary Education pursuant to section 178.920 RSMo. The bidder should provide evidence of qualifications as described herein (i.e. copy of certificate or certificate number).

- 1.5.3 This is a non-exclusive contract for the purchase of drug and alcohol abuse treatment services for the Missouri Department of Mental Health. The Department reserves the right to purchase services awarded under this contract from alternative sources, if deemed to be in the best interest of the Department.
- 1.5.4 Although an attempt has been made to provide accurate and up-to-date information, the State of Missouri does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this Request for Proposal.

1.6 **Offeror Requirements**

- 1.6.1 Prior to providing services, Federal regulation 42 CFR Part 8 requires that OTPs be approved by the Substance Abuse and Mental Health Services Administration (SAMHSA). The Missouri Department of Mental Health is a SAMHSA approved accrediting body.
- 1.6.2 Pursuant to 9 CSR 30-3.132 and in addition to other requirements, potential offerors must have provided other certified alcohol and drug services within the state for two (2) years prior to the application.
- 1.6.3 In order to meet the required program startup date, the offeror must be currently registered with the Drug Enforcement Administration (DEA) to use a narcotic drug for the treatment of narcotic addiction, or must have submitted an application for registration with the DEA at the time of proposal submission.
 - a. The offeror must submit with their proposal:
 - 1) documentation verifying current DEA registration, or
 - 2) a copy of their application to the DEA.

PART II – PERFORMANCE REQUIREMENTS

2. PERFORMANCE REQUIREMENTS

2.1 Services Provided

- 2.1.1 The contractor shall provide services for the Department of Mental Health, Division of Alcohol and Drug Abuse (hereinafter referred to as the Department), in accordance with the provisions and requirements stated herein.
 - a. Services offered for purchase by the Department of Mental Health shall consist only of those services described in Attachment A, Scope of Work.
- 2.1.2 The Department makes no guarantee of the number of units purchased under this contract or the amount of dollars expended. The contractor shall provide services on an as needed, if needed basis, as authorized by the Department.
- 2.1.3 The contractor shall provide services from a location within the service delivery area specified in this document.
- 2.1.4 The contractor shall begin providing service no later than December 15, 2004.

2.2 Certification

- 2.2.1 Services must reflect the principles contained in the Division of Alcohol and Drug Abuse Accreditation/Certification Standards for Alcohol and Drug Abuse Programs.
- 2.2.2 The contractor shall comply with all applicable requirements of:
 - a. 9 CSR, Division 10, Chapter 5 (General Program Procedures),
 - b. 9 CSR, Division 10, Chapter 7 (Core Rules),
 - c. 9 CSR, Division 30, Chapter 3 (Accreditation/Certification Standards for Alcohol and Drug Abuse Programs), and
 - d. any subsequent revisions or additions to the Accreditation/Certification Standards for Alcohol and Drug Abuse Programs.
- 2.2.3 The contractor shall obtain certification prior to the actual delivery of services and shall maintain certification throughout the contract period.
 - a. Accreditation/Certification standards may be downloaded from the following sites:
<http://www.sos.state.mo.us/adrules/csr/current/9csr/9c10-5.pdf>
<http://www.sos.state.mo.us/adrules/csr/current/9csr/9c10-7.pdf>
<http://www.sos.state.mo.us/adrules/csr/current/9csr/9c30-3.pdf>

2.3 **Information and Billing Systems**

- 2.3.1 The contractor shall support and utilize the Department's computerized systems for service reporting, billing and other activities specified by the Department. The contractor shall support, maintain and utilize any computer system developed by the Department for the purpose of reporting, billing, outcome measurement and other related activities.
- a. The contractor shall electronically register consumer admissions and program transfers on the Department's automated information system in a timely and accurate manner. The contractor shall assure that admissions and transfers are accurately registered within fifteen (15) days of the actual admission or transfer date.
 - b. The contractor shall electronically discharge clients on the Department's automated information system in a timely and accurate manner. The contractor shall assure that consumers no longer receiving services are discharged in accordance with the following time frames:
 - 30 days of completing outpatient treatment in a planned manner;
 - 90 days of the actual date of last outpatient services if the client discontinues services in an unplanned manner.
- 2.3.2 The contractor shall coordinate its data collection and analysis activities with those of the Department to include, but not be limited to acquiring computer equipment and training to support State and Federal efforts to uniformly collect and analyze services data.

2.4 **Consumer Satisfaction Survey**

- 2.4.1 The contractor shall participate in the Department's Consumer Satisfaction Survey, as required by the Department.
- a. If the contractor does not attain a total return rate of at least 25%, then the contractor shall establish and implement a plan of action to improve subsequent return rates. The plan shall be subject to Department approval and must be submitted not less than 60 calendar days from the date the agency receives its Satisfaction Report. The Department shall measure return rates by comparing the number of returned surveys with an unduplicated count of the number of people served according to Department billing records.
 - b. If more than 10% of those adult consumers completing the contractor's annual Department Consumer Satisfaction Survey rate their satisfaction with the contractor's services as either dissatisfied or very dissatisfied (as reported in the Department's Annual Agency Report compiled by UMKC), then the contractor shall establish, implement, and monitor a plan of action to improve subsequent scores. The plan shall be subject to Department approval and must be submitted not less than 60 calendar days from the date the agency receives its Satisfaction Report.
 - c. If more than 15% of those child and adolescent consumers completing the contractor's annual Department Consumer Satisfaction Survey rate their satisfaction with the contractor's services as either dissatisfied or very dissatisfied (as reported in the Department's Annual Agency Report, compiled by UMKC), then the contractor shall establish, implement, and monitor a plan of action to improve subsequent scores. The plan shall be subject to Department approval and must be submitted not less than 60 calendar days from the date the agency receives its Satisfaction Report.

2.5 **Coordination**

- 2.5.1 The contractor shall fully coordinate all contract activities with those activities of the Department.
- a. In the course of providing the services required herein, the contractor shall collaborate with other agencies, resources, and individuals within the geographic area being served (community), as requested by the Department.

2.6 **Correspondence**

- 2.6.1 Within five (5) days of contract award, the contractor shall provide the Department with the name, address, e-mail address, and telephone number of the contractor's representative servicing the contract.
- a. The contractor shall agree that electronic mail (e-mail) will be used to transmit contract documents and other correspondence from the Department to the contractor. It shall be the responsibility of the contractor to ensure the timely review and response to e-mailed documents.
 - b. The contractor shall agree to return executed contract documents in a manner specified by the Department. The Department will normally require executed contract documents to be returned by fax.

2.7 **Transition of Services**

- 2.7.1 Upon award of the contract, the contractor shall work with the Department and any other organizations designated by the Department to insure an orderly transition of services and responsibilities under the contract and to insure the continuity of those services required by the Department.
- 2.7.2 Upon expiration, termination, or cancellation of the contract, the contractor shall assist the Department to insure an orderly transfer of responsibility and/or the continuity of those services required under the terms of the contract to an organization designated by the Department, if requested in writing. The contractor shall provide and/or perform any or all of the following responsibilities:
- a. The contractor shall deliver, FOB destination, all records, documentation, reports, data, recommendations, or printing elements, etc., which were required to be produced under the terms of the contract to the Department and/or to the Department's designee within seven (7) days after receipt of the written request.
 - b. The contractor shall agree to continue providing any part or all of the services in accordance with the terms and conditions, requirements and specifications of the contract for a period not to exceed thirty (30) calendar days after the expiration, termination or cancellation date of the contract for a price not to exceed those prices set forth in the contract.
 - c. The contractor shall discontinue providing service or accepting new assignments under the terms of the contract, on the date specified by the Department, in order to insure the completion of such service prior to the expiration of the contract.

2.8 **Charitable Choice Notification**

2.8.1 In the event the contractor is a religious organization, the contractor shall:

- a. comply with the requirements of 42 U.S.C. 300x-65 and 42 C.F.R. part 54 (see 42 C.F.R. 54.8(c)(4) and 54.8(b), Charitable Choice Provisions and Regulations;
- b. provide clients and prospective clients with the “Notice to Individuals Receiving Substance Abuse Services”, attached hereto as Attachment I;
- c. refer clients to alternative services as requested if the client objects to the religious character or religious requirements of the organization and when alternative services are available;
- d. maintain a log of requests for referral to alternative services based upon religious objection to which shall include the request date, client ID, disposition, and brief explanation; and
- e. submit an annual report to the District Administrator, on or before July 31 of each year, containing the information required in subparagraph 2.8.1.d, above, for the prior fiscal year.

2.8.2 In the event the contractor utilizes subcontractors that are religious organizations, the contractor shall ensure that the Charitable Choice requirements stated in paragraph 2.8.1, above, are met by any subcontractors providing substance abuse treatment and prevention services.

2.8.3 If the contractor is a religious organization, the contractor shall declare as such, at the time of award, by way of written notification to the appropriate District Administrator.

- a. If any subcontractor is a religious organization, the contractor shall require a written declaration from the subcontractor and shall submit the declaration to the District Administrator at the time of award.
- b. For any subsequent subcontracts established with religious organizations, the contractor shall require a written declaration from the subcontractor and shall submit the declaration to the District Administrator prior to the subcontractor providing services.

2.9 **Payments to the contractor**

2.9.1 The contractor shall be paid for the various units of service in accordance with the firm, fixed prices stated on the Pricing Page, included herein.

2.9.2 The contractor shall be reimbursed for approved expenses for interpretive services required in the course of a client’s treatment program, in accordance with Department policy.

2.9.3 The contractor may be eligible for payments during the contract implementation period.

- a. In the event the contractor is eligible for payment during program implementation, the contractor shall comply with the implementation requirements specified in the Implementation Phase Requirements, included herein as Attachment E
 1. Eligibility for implementation payments, if applicable, shall be noted on Attachment B (Specific Requirements and Special Conditions).

- 2.9.4 The contractor may be eligible for additional special, designated payments.
- a. In the event the contractor is eligible for additional special, designated payments, those payments, and requirements thereof, shall be noted on Attachment B (Specific Requirements and Special Conditions).
- 2.9.5 No payments or reimbursements shall be made to the contractor other than those specified above.
- 2.9.6 Failure of the contractor to submit required reports when due, may result in withholding or rejection of payment under the contract. The Department shall reject payment due to the contractor's failure to perform or deliver the required work or services.
- 2.9.7 The contractor shall understand and agree the Department reserves the right to make payments to the contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the contractor must return a completed State Vendor ACH/EFT Application.
- a. The contractor must obtain a copy of the State Vendor ACH/EFT Application from the Internet at: <http://www.oa.state.mo.us/purch/vendorinfo/vendorach.pdf>

2.10 **Maintenance of Effort Requirements**

- 2.10.1 In order to assist the Department in meeting the waiver requirement for maintenance of effort (MOE) in the Substance Abuse Prevention and Treatment Block Grant, the contractor may be required to serve a minimum number of treatment clients during each State Fiscal Year.
- a. For purposes of the requirements stated herein, "clients served" shall be defined as the aggregate total of an unduplicated count of clients served by the contractor through each of the contractual agreements specified on Attachment G, MOE Requirements. Individuals are counted as served if they are clients who are billed to the Division of Alcohol and Drug Abuse for applicable State Fiscal Year.
- 2.10.2 In the event the contractor is required to meet target numbers of clients served for MOE, a review of the number of clients served by the contractor will be conducted on or about March 1st of each State Fiscal Year. In the event the contractor has not served at least the minimum number of clients specified on Attachment G, by that date, the contractor's annual funding allocations shall be reduced so that funds may be redistributed to ensure that MOE targets are met by the Department.

PART III - GENERAL CONTRACTUAL REQUIREMENTS

GENERAL

1. Authorization for the Department of Mental Health (Department) to contract for services is granted each fiscal year by the Office of Administration. Authorization for additional contract periods requires the annual renewal of the authorization.
2. The contract between the Department and the contractor SHALL consist of (1) the Request for Proposal (RFP), any amendments, attachments and/or exhibits thereto and (2) the proposal submitted by the contractor in response to the RFP and approved by the Department. If there is a conflict in language between the two documents, the requirements set forth and/or referenced in the Request for Proposal SHALL govern. The Department reserves the right to clarify any contractual relationship in writing with the concurrence of the contractor. Such written clarification SHALL govern in case of conflict with requirements of the RFP or the contractor's proposal. The contractor's proposal, when accepted by the Department, is binding on the contractor without further clarification.
3. This contract SHALL be construed according to the laws of the State of Missouri and SHALL govern the terms and conditions of the contracted services provided to clients of the Department by the contractor. The contractor SHALL comply with all local, state and federal laws and regulations related to the performance of the contract to the extent that these may be applicable. The contractor SHALL have all licenses and/or certifications current which are required by law, rule or regulation.
4. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the state.
5. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
6. The exclusive venue for any legal proceeding relating to or arising out of the contract shall be in the Circuit Court of Cole County, Missouri.
7. This contract SHALL constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular supplies and/or services purchased or procured by the contractor in the fulfillment of the contract.
8. Unless otherwise specified, the contractor SHALL be responsible for furnishing all material, labor, facilities, equipment and supplies necessary to perform the services required.
9. The contractor SHALL comply with the Fair Labor Standard Act, Equal Opportunity Employment Act, and any other federal and state laws, rules, regulations and executive orders to the extent that these may be applicable and further agrees to insert the foregoing provision in all subcontracts awarded.
10. By signing this contract the contractor certifies that the contractor and each of its principals (owners, director and others as defined by 45 CFR 76) are not suspended or debarred from contracting with the federal government. If the contractor or any of its principals become suspended or debarred during the contract period, the contractor SHALL immediately send written notification to the Department. Suspension or debarment of the contractor, or failure by the contractor to provide written notification to the Department of their suspension or debarment, may result in immediate termination of this contract.
11. The contractor SHALL assume all legal and financial responsibility for taxes, FICA, employee benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters. The contractor SHALL authorize and direct all custodians of records of their taxes, FICA and other employee benefits to release information to the Department upon request.
12. The contractor agrees that this contract is predicated, in part, on the utilization of the specific resources, individual(s) and/or personnel qualifications as identified and /or described in the contractor's Department approved proposal and, when applicable, Department approved Uniform Budget packet (schedules A, B & C) or any other financial reporting tool prescribed by the Department. The contractor agrees that no personnel and/or individuals will be utilized in the performance of this contract who fail to meet specific provider qualifications as set out in the Department's service catalog and specified herein. No substitution of provider qualifications SHALL be made by the contractor without written notification to the Department and the Department's written approval. The contractor agrees that substitutions made pursuant to this paragraph SHALL be equal to or better than originally proposed.

13. Department approved staffing ratios and/or patterns are essential for providing the services identified. The contractor SHALL maintain all Department approved staff ratios, hours of services and/or patterns or request a written waiver from the Department. The contractor SHALL maintain time, salary or hourly pay rate data and personnel records as specified by the Department. Downward deviation of staff/resources upon which the unit price is based may require a downward adjustment of unit price(s). Recovery of fees paid on which there has been a downward deviation in staff/resources for the contract year per (a) Department approved Uniform Budget Form (DMH-8836) and its Expense Categories (b) Department approved staffing ratios, or (c) any other financial reporting tool prescribed and approved by the Department SHALL be required and may be retroactive to the date of occurrence.
14. The contract will be read and enforced as though every provision of law and clause required by law to be inserted herein were included. If any such provision is not inserted, then upon the notification of either party the contract will be amended to make such correction.
15. The contractor agrees to consolidate all or portions of related service contracts into a single contract at the request of the Department.
16. The contractor SHALL understand and agree that this contract may involve the expenditure of federal funds. Therefore, pursuant to federal government requirements, all contracts, subcontracts, and subgrants of amounts in excess of \$100,000 SHALL contain a provision which requires compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h), Section 508 of the Clean Air Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the use under non-exempt federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities. The provision SHALL require reporting of violations to the grant or agency and to the U.S.E.P.A. Assistant Administrator for Enforcement (EN0329). Contractors SHALL recognize mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).
17. The contractor SHALL not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the Department. The contractor SHALL agree and understand that, in the event the Department consents to a financial assignment of the contract in whole or in part to a third party, any payments made by the State of Missouri pursuant to the contract, including all of those payments assigned to the third party, SHALL be contingent upon the performance of the prime contractor in accordance with all terms and conditions, requirements and specifications of the contract.
18. The contractor agrees to maintain appropriate documentation that it has appropriate systems and controls in place to ensure that any and all information software systems used in relationship to the contractual responsibilities with the Department have been acquired, operated and maintained consistently with U.S. copyright law or applicable licensing restrictions. The contractor agrees to make documentation of such compliance and any such license immediately available upon request by the Department.

SUBCONTRACTING

19. Upon receiving written approval from the Department to subcontract the contractor may establish a subcontract for services described herein. Any subcontracts for the services/products described herein SHALL be in writing and SHALL include appropriate provisions and contractual obligations, including all terms and conditions of this contract's Part III, General Contractual Requirements, to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the Department. The subcontract SHALL ensure that the Department is indemnified, saved and, held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the Department and the contractor. The contractor SHALL expressly understand and agree that he/she SHALL assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract. The contractor SHALL agree and understand that utilization of a sub-contractor to provide any of the services in the contract SHALL in no way relieve the contractor of the responsibility for providing the services as described and set forth herein.

MINORITY BUSINESS ENTERPRISE (MBE) AND WOMEN BUSINESS ENTERPRISE (WBE) PARTICIPATION REQUIREMENTS

20. In accordance with Executive Order 98-21, state agencies SHALL make every feasible effort to increase the percentage of goods and services procured from state certified minority and women-owned businesses (MBE's and WBE's) to ten percent (10%) and five percent (5%), respectively. Desirable goals for state procurement are set at twenty percent (20%) MBE and ten percent (10%) WBE. In order to be considered a **qualified** MBE or WBE, the MBE/WBE **must be certified** by the State of Missouri, Office of Administration, Office of Equal Opportunity (OEO).
 - 20.1 MBE or WBE means a business that is a sole proprietorship, partnership, joint venture or corporation in which at least fifty-one percent (51%) of the ownership interest is held by minorities or women and the management and daily business operations of which are controlled by one or more minorities or women who own it. Minority is defined in RSMo 33.750 as belonging to one of the following racial minority groups: African Americans, Native Americans, Hispanic Americans, Asian Americans, or other similar racial groups.
 - 20.2 The contractor SHALL make a good faith effort to obtain ten percent (10 %) and/or five percent (5%) MBE and WBE participation, respectively, in any subcontracting activity related to the performance of this contract. Contractors who

utilize MBE/WBE subcontractors SHALL report their MBE and WBE expenditures to the Department on a quarterly basis.

CONFLICT OF INTEREST

21. The contractor hereby agrees that at the time of the submission of their proposal the contractor has no other contractual relationships which create any actual conflict of interest. The contractor agrees that during the term of the contract neither the contractor nor any of its employees SHALL acquire any other contractual relationships which would create such a conflict.
22. In accordance with the Revised Statutes of the State of Missouri, no official or employee of the Department or public official of the State of Missouri who exercises any functions or responsibilities in the review or approval of the Scope of Work covered by the contract SHALL acquire any personal interest, directly or indirectly, in the contract or proposed contract.
23. In accordance with state and federal laws and regulations, state executive order or regulations, the contractor agrees that it presently has no interest and SHALL not acquire any interest, directly or indirectly, which would conflict in any manner or degree with their performance of the contracted services. The contractor agrees that no person having such interest SHALL be employed or conveyed an interest, directly or indirectly, in the contract.
24. The contractor agrees that no Missouri state employee SHALL help the contractor obtain this contract or participate in the performance of this contract if such involvement will constitute a conflict of interest. Before any state employee may be involved in the performance of this contract written approval SHALL be obtained from the director of the Department.
25. The contractor agrees that no Missouri state employee SHALL be compensated under this contract for duties performed in the course of his/her state employment. A state employee SHALL not use state facilities or materials for personal gain relating to the performance of this contract.
26. The contractor represents itself to be an independent contractor offering such services to the general public and SHALL not represent itself or its employees as employees of the State of Missouri.
27. If the contractor is a not-for-profit agency, board members must abstain from voting on any funding proposal in which they have administrative control or a monetary interest with the proposed grantee. Board members who have such an interest and participate in discussion prior to a vote must disclose such interest in a meeting of the board prior to such discussion.

FINANCIAL REQUIREMENTS

28. The availability of funding for this contract SHALL be determined solely by the Department and such determination SHALL be final and without recourse by the contractor. The Department does not give any assurances under the terms of this contract that the maximum calculated reimbursement for service(s) specified herein will be purchased.
29. Moneys received from the Department under this contract SHALL not be used to supplant local funds or subsidize services provided to other agencies, organizations, or individuals.
30. Payment due under the terms of the contract SHALL be made by the Department upon receipt of a properly itemized invoice. The contractor SHALL utilize the fiscal reimbursement system required by the Department. The contractor SHALL not invoice federal or state tax. The State of Missouri's tax-exempt certificate number is 43-750026K.
31. The contractor SHALL submit their invoices in a timely fashion and no later than the time period specified in 33.120 RSMo, unless more restrictive requirements are established by state or federal law or regulation.
32. The contractor SHALL invoice for services provided at the contracted unit price(s). Unit prices charged the Department SHALL be no greater than those charged to the general public for the same service.
33. The Department reserves the right to audit all invoices and to reject any invoice for good cause.
34. The Department reserves the right to deduct from an invoice any overpayment made by the Department. All overpayments SHALL be collected in accordance with 630.460 RSMo. Overpayment is defined by 630.460 RSMo as any payment by the Department to a vendor providing care, treatment, habilitation or rehabilitation services to clients under contract with the Department which is:
 - 34.1 In excess of the contracted rate less payments by the client, or on his behalf, as required to be made by the Standard Means Test, contained in 9 CSR 10-31.011;
 - 34.2 In payment of services not provided;
 - 34.3 In payment for any service not authorized in the contract with the Department; or
 - 34.4 In payment for services provided contrary to the provisions of the contract with the Department.

35. In accordance with 9 CSR 10-31.011, the contractor SHALL apply to the costs incurred for providing services to the client the benefits received or available on behalf of or to the client from private and public health insurance, health services corporation and health maintenance organization plans, policies and contracts including individual, company, fraternal, group, Medicare, Medicaid and similar plans to the extent and limits of the coverage for the recipient.
36. The Department SHALL deduct from the contractor's invoice, if not deducted by the contractor, all amounts to be collected by the contractor from the client or other payment sources.
37. The Department reserves the right to make invoice corrections and/or changes with appropriate notification to the contractor.
38. The contractor SHALL not make any collection for Title XIX Medicaid covered services from the recipient, his or her spouse, parent, guardian, relative or anyone else receiving public assistance, and if any payment is received or assured from any other source on the recipient's account, that amount will be deducted from the claim filed with Title XIX Medicaid.

REPORTING REQUIREMENTS

39. The contractor SHALL fully coordinate all contract activities with those activities of the Department. As the work of the contractor progresses information on matters covered by the contract SHALL be made available by the contractor to the Department throughout the effective period of the contract.
40. The contractor SHALL retain all records pertaining to the contract for seven years after the close of the contract year unless audit questions have arisen within the seven year limitation and have not been resolved. All records SHALL be retained until all audit questions have been resolved.
41. The contractor SHALL immediately notify the Department, in accordance with guidelines established by the Divisions, when there is a death of a client.
42. The contractor shall notify the Department in accordance with 9 CSR 10-5.200 when there are allegations of physical abuse, sexual abuse, verbal abuse or neglect of a client.
43. The contractor SHALL provide written notification to the Department when there is any change in the contractor's licensure or certification/accreditation status, official name, address, Executive Director, or change in ownership and/or control of the contractor's organization.
44. Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor SHALL notify the Department immediately. Upon learning of any such actions the Department reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.
45. The contractor SHALL maintain auditable records for all activities performed under this contract. Financial records SHALL conform to Generally Accepted Accounting Principles (GAAP). Such records SHALL reflect, at a minimum, the specific number and type of service units provided, the number and type of clients served, client progress and other relevant records. The contractor SHALL submit itemized reports, records and information at the request of the Department.
46. The contractor SHALL allow the Department or its authorized representative to inspect and examine the contractor's premises and/or records which relate to the performance of the contract at any time during the period of the contract and within the period specified herein for the contractor's retention of records.
47. The Department SHALL have access to its clients and client records without limitation. If access is denied or limited, the Department SHALL terminate payment from the day access is denied or limited.
48. If the contractor receives notice of a Class I license violation from the Department of Health and Human Services or the Division of Aging or a notice under certification that a condition of jeopardy exists, the contractor SHALL immediately notify the authorizing Department facility. Verbal notification SHALL be followed by written notification mailed within 48 hours. The contractor SHALL send a copy of any plan of corrections for Class I deficiencies which has been approved by the Division of Aging, the Department, Health Care Financing Administration or other license certification or accreditation authority to the head of the Department facility who has authorized services to be delivered by the contractor.
49. The contractor SHALL conduct criminal record reviews for its employees, volunteers and household members in accordance with 9 CSR 10-5.190.

CLIENT BASED INFORMATION REQUIREMENTS

50. If required, the contractor SHALL submit client data and invoicing information via its computer network with the Department's on-line computerized client based information system.
51. The Department has sole authority in determining the compatibility of the contractor's computer system.
52. At the sole option of the Department, termination of this contract may result if the contractor fails to maintain accurate and complete information or misuses the Department's computer network.

GENERAL AUDIT GUIDELINES

53. If during the contractor's fiscal year the contractor expends \$300,000 or more in federal grant funds received from the Department, the contractor SHALL have an annual audit conducted in accordance with United States Office of Management and Budget (OMB) Circular A-133. The audit SHALL be conducted by an individual or firm licensed by the Missouri State Board of Accountancy. The due date for filing the audit with the Department SHALL be the same as the due date for filing the audit with the federal clearinghouse specified in OMB Circular A-133. The items to be filed with the Department SHALL consist of the reporting package specified in OMB A-133. Failure to comply with these requirements may result in reduction of available allocation of funds, reduction or suspension of payments to the contractor or cancellation of this contract between the Department and the contractor.

STANDARD MEANS TEST

54. For all clients whose services are paid by the Department, the contractor SHALL apply the Department's Standard Means Test in accordance with 9 CSR 10-31.011, when not applied by the Department. Nothing in this contract SHALL deny the right of a client or his responsible person to appeal to the Department for re-determination of the amounts payable by them to the contractor under 9 CSR 10-31.011.
55. The contractor SHALL charge and become responsible for the collection of client payments as determined by the Standard Means Test, in accordance with 9 CSR 10-31.011. Amounts charged to clients, whether or not collected, SHALL be shown as a credit on the invoice.
56. The contractor SHALL not impose or increase fees for service for Department clients without the written consent of the Department except as permitted by the Standard Means Test.
57. Nothing in this contract SHALL impair the statutory rights of the Department to charge a Department client, a client's estate or the person(s) obligated to pay for services rendered to the client for expenditures made by the Department for the client.

AMENDMENT, TERMINATION AND RENEWAL

58. The contractor understands and agrees that funding for the contract must be appropriated by the Missouri General Assembly for each fiscal year included within the contract period. The contract SHALL not be binding upon the State for any period in which funds have not been appropriated, and the State SHALL not be liable for any costs associated with termination caused by lack of appropriations. The contract SHALL be terminated by the Department, without penalty or termination costs if such funds are not appropriated or available. If funds are not appropriated or available for the contract, the contractor SHALL not prohibit or limit the Department's right to pursue alternate contracts as necessary for the conduct of state governmental affairs. The requirements stated in this paragraph SHALL apply to any amendment or the execution of any option to extend the contract.
59. Any change, whether by modification and/or supplementation, SHALL be accomplished by a formal contract amendment signed and approved by and between the duly authorized representatives of the contractor and the Department. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, SHALL be used or construed as an amendment to the contract.
60. The Department may terminate the contract for breach of contract by providing the contractor with a written notice of termination. The termination SHALL become effective on the date specified in the notice. At its sole discretion, the Department may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. Payments for services SHALL not be made beyond the date of termination.
61. This contract may be terminated by either party, by giving sixty (60) days advance written notice to the other party at its principal address. The termination SHALL be effective sixty (60) days from the date of notice or the date specified in the notice; however, the Department may withdraw any or all of its clients before the end of the sixty (60) day period.
62. Any written notice to the contractor SHALL be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, electronic mail, or hand-carried and presented to an authorized employee of the contractor at the contractor's address as listed in the contract.
63. In the event of termination all client records, documentation, data, reports, supplies, equipment and accomplishments prepared, furnished, acquired or developed by the contractor as a direct requirement specified in the contract SHALL become the property of the Department.
64. Upon termination of the contract the contractor SHALL maintain, store, transfer, and provide for the authorized release of all client records developed by the contractor as a direct requirement of this contract. The contractor agrees that upon termination of the contract the Department SHALL have access to all client records pertaining to the performance of the contract and, as requested by the Department, the contractor SHALL make available to the Department all client records and documents prepared or developed as a result of the contract.

65. The contractor SHALL agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract SHALL be confidential and that no reports, documentation or material prepared as required by the contract SHALL be released to the public without the prior written consent of the Department.
66. This contract SHALL not bind, nor purport to bind, the State of Missouri for any commitment in excess of the original contract period. The Department SHALL have the right, at its sole option, to renew the contract. If the Department exercises its options, all terms, conditions and provisions of the original contract and any amendments SHALL remain the same and apply during the renewal period.

HUMAN RIGHTS

67. The contractor SHALL establish a system satisfactory to the Department through which recipients of services under this contract may present grievances. The contractor SHALL maintain at the facility a file of all Department client grievances of an alleged violation of rights and how the grievance has been or is proposed to be resolved. The person in charge SHALL cooperate fully with any subsequent Department investigation of the grievance.
68. If this contract is federally funded, the contractor SHALL abide by the provisions of the Pro-Children Act of 1994 (PL 103-227) regarding environmental tobacco smoke, which is incorporated herein as if fully set out.
69. The contractor SHALL comply with all applicable provisions of the Civil Rights Act (45 CFR 80) and the Age Discrimination in Employment Act of 1967 (45 CFR 90).
70. In compliance with Governor's Executive Order #87-6 (Art. XIII); Federal Executive Order 11246 as amended; Section 503 of the Rehabilitation Act (45 CFR 84) as amended; Vietnam-Era Veterans Readjustment Assistance Act as amended, 38 U.S.C. 4212 (formerly 2012); and the Americans with Disabilities Act of 1990; contractors that employ fifty (50) or more persons SHALL comply with the above state and federal regulations which require non-discrimination in employment and delivery of services.
 - 70.1 In addition to the above, the contractor SHALL make the following human rights assurances:
 - a. Not to discriminate against recipients of services on the basis of race, color, religion, national origin, sex, physical ability, veteran status or age.
 - b. Not to discriminate against any employee or applicant for employment on the basis of race, color, religion, national origin, sex or otherwise qualified status of physical ability.
 - c. Not to discriminate against any applicant for employment or employee on the basis of age, where such applicant or employee is between the ages of forty (40) and seventy (70) and where such contractor employs at least twenty (20) persons.
 - d. Not to discriminate against any applicant for employment or employee on the basis of that person's status as a disabled or Vietnam-era veteran, if the compensation payable to the contractor or subcontractor is at least \$10,000 within a fiscal year.
 - e. To develop, implement and maintain an affirmative action program if at least fifty (50) persons in the aggregate are employed. For the purpose of this contract, an "affirmative action program" means positive action to influence all employment practices (including, but not limited to, recruiting, hiring, promoting and training) in providing equal employment opportunity regardless of race, color, sex, origin, religion, age, physical ability and Vietnam-era veteran status. Such an Affirmative Action Program SHALL include:
 1. A written policy statement committing the total organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
 2. The identification of a person designated to handle affirmative action;
 3. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure and standards applicable to layoff, recall, discharge, demotion and discipline;
 4. The exclusion of discrimination from all collective bargaining agreements; and
 5. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.
 - f. If the contractor uses any funds of this contract in a subcontract, then the contractor SHALL require such a subcontractor to comply with the applicable human rights clauses above.
 - 70.2 The Department SHALL have the right to enforce all applicable clauses by appropriate procedures, including but not limited to, requests, reports, site visits and inspection of relevant documentation of the contractor.

71. The contractor SHALL comply with all applicable requirements and provisions of the Americans with Disabilities Act (Public Law 101-336) (28 CFR 35), which prohibits discrimination against people with disabilities in employment, services, transportation, public accommodations, communications and activities of state and local government. The contractor's failure to comply with this act may result in termination of the contract. The contractor SHALL notify the Department immediately of any allegations, claims, disputes, or challenges made against the contractor concerning this act.

INSURANCE

72. The contractor SHALL understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor SHALL acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its clients, its employees and the general public against any loss, damage and/or expense related to his/her performance under the contract. The insurance coverage SHALL include, but not be limited to, general liability, errors and omissions, professional liability, etc.
73. The contractor SHALL be responsible for all injury or damage as a result of the contractor's negligence, or any future negligent act, involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition to the liability imposed upon the contractor on account of personal injury, bodily injury (including death), or property damage suffered as a result of the contractor's negligence, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assigns, from every expense, liability, or payment arising out of such negligent act. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assigns, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
74. The contractor SHALL maintain adequate automobile liability insurance for the operation of any motor vehicle used to provide any form of transportation service related to the services of this contract.
75. If the contract involves the performance of medical services of any type, the contractor SHALL maintain adequate liability insurance to cover all medical services rendered.
76. Proof of the insurance coverage SHALL include, but not be limited to, effective dates of coverage, limits of liability, insurers' names, policy numbers, company, etc. Proof of self-insurance coverage or another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable. Proof of insurance coverage SHALL be submitted upon request.

MISCELLANEOUS

77. The Department may require the attendance of the contractor's personnel at training activities and may require the cooperation of the contractor's personnel where the Department provides technical assistance.
78. By signing this contract the contractor enters into an affiliation agreement with the Department to coordinate a delivery system of accessible services. The contractor agrees to integrate community-based programs into the Department system and to avoid duplication of state provided or supported services.
79. Disclosure by any party of information concerning a client for any purpose not directly related to the performance of this contract is prohibited except as specified by applicable state and federal laws and regulations.
80. Under circumstances, as referenced in 632.300 RSMo, in which a client's conduct is jeopardizing the safety of the client himself or others in the community, the contractor SHALL immediately notify first the mental health coordinator and secondly the authorizing Department facility. If an immediate response is needed to insure the health and/or safety of the client or others, the local law enforcement officials SHALL also be notified.
81. The Department may place a monitor with the contractor, given any situation as described in Section 630.763 RSMo or when the Department determines that the health, safety or welfare of the clients cannot be adequately assured.
82. The Department enters into this contract by the authority of its director. The contractor enters into this contract individually or, if incorporated, pursuant to and by authority of its board of directors.
83. The contractor SHALL fully cooperate with all investigations conducted by the Department, or its agents, which relate, directly or indirectly, with the performance of this contract.
84. Contractors that are required by state law to be registered and in good standing with the State's Secretary of State SHALL submit their State Certificate of Good Standing to the Department upon request.
85. The Department endorses a drug free environment and the absence of substance abuse. The contractor SHALL support and enforce these philosophies in their performance of the contract.

APPEALS

86. The offeror may protest and/or appeal an action or decision made by the Department regarding the Request for Proposal (RFP) process and/or the award of a contract in accordance with the procedures contained in 9 CSR 25-2.505.

HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT OF 1996 (HIPAA) BUSINESS ASSOCIATE AGREEMENT

87. **WHEREAS**, the interaction between Covered Entity, in this case the Missouri Department of Mental Health or its state-operated facilities, and Business Associate, in this case this contractor if the contractor is a covered entity, is governed by an existing contract under which Covered Entity and Business Associate use or disclose between themselves Protected Health Information ("PHI") as defined by the Standards for Privacy of Individually Identifiable Health Information ("Privacy Regulations") of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and this PHI assists Business Associate in providing necessary goods and services to the Covered Entity, and

WHEREAS, Business Associate may receive from, create or receive PHI on behalf of Covered Entity while providing necessary goods and services to Covered Entity, and

WHEREAS, both parties recognize the importance of and are committed to protecting the privacy and confidentiality of any PHI disclosed to the Business Associate pursuant to this Agreement, in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA) and any regulations promulgated thereunder by the U.S. Department of Health and Human Services, and

WHEREAS, both parties receive considerable benefit from their interactions with each other and wish to continue their relationship in the future, and

WHEREAS, the purpose of this Agreement is to satisfy the requirements of HIPAA and any regulations promulgated thereunder, including, but not limited to, Title 45, Section 164.504 (e) of the Code of Federal Regulations ("CFR"), as the same may be amended from time to time.

NOW, THEREFORE, in consideration of the mutual promises below and the exchange of information between the parties, both parties agree that this Agreement will govern the manner in which Business Associate will protect, use, disclose and handle PHI provided by, created by or received by Business Associate from or on behalf of Covered Entity during the term of this agreement and after its termination as follows:

87.1 Definitions

Any term used in this document that has not been otherwise defined herein shall be given the same definition as that term is given in the Privacy Regulations, specifically, 45 CFR 160.103 and 164.501.

"Protected Health Information" or "PHI" shall have the same meaning assigned to that term in 45 CFR 164.501, except that it shall be limited to information created or received by Business Associate from or on behalf of Covered Entity.

87.2 Obligations and Activities of Business Associate

- a. *Permitted Uses and Disclosures.* Business Associate agrees that neither it nor any member of its workforce will use or disclose PHI in any manner or for any reason other than those expressly set out in this Agreement or required by law.
- b. *Safeguards.* Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI in any manner or for any reason other than those set out in this Agreement or required by law. Business Associate shall maintain a comprehensive written information privacy and security program ("comprehensive program") to protect such PHI. This comprehensive program will include administrative, technical and physical safeguards appropriate to the size and complexity of Business Associate's operations and the nature and scope of its activities.
- c. *Proof of Comprehensive Plan.* In order to ensure Covered Entity and Business Associate remain in compliance with the provisions of the Privacy Rule, Business Associate agrees to provide to Covered Entity or, upon request, to the Secretary of the United States Department of Health and Human Services ("Secretary"), proof of its comprehensive program to protect PHI and also agrees to provide Covered Entity or Secretary with access to Business Associate's facilities for inspection and copying of its books, records, internal practices, policies and procedures regarding this comprehensive program to protect PHI.
- d. *Workforce Training.* Business Associate agrees that any member of its workforce who work directly with or may come into contact with PHI will receive full training as to the comprehensive program as well as Business Associate's duties pursuant to this Agreement. Business Associate agrees to take appropriate disciplinary action against any member of its workforce who uses or discloses PHI in violation of this Agreement.
- e. *Reporting of Wrongful Use or Disclosure of PHI.* Business Associate agrees that if it learns of any use or disclosure of PHI by Business Associate or any member of its workforce in any manner or for any reason other than those set out in this Agreement or required by law, it will report such wrongful use or disclosure to Covered Entity within two (2) business days of its discovery. The report shall include: the date of the disclosure; the person to whom the disclosure was made; the address of the person to whom the disclosure was made, if known; a brief description of the PHI released; the purpose of the disclosure;

and any corrective action Business Associate is taking to try to ensure such disclosures do not occur in the future.

- f. *Disclosure of PHI to Business Associate's Agents.* Business Associate agrees to ensure that any of its agents or subcontractors which receive any PHI will agree to the same restrictions and conditions on the use or disclosure of the PHI that the Business Associate has agreed to under this Agreement.
- g. *Access to PHI.* If Business Associate maintains PHI in a Designated Record Set, Business Associate agrees that, when requested by Covered Entity, within ten (10) business days after the date of that request, Business Associate will provide, in a manner designated by Covered Entity, access to such PHI to either Covered Entity or to an Individual in order to meet the requirements of 45 CFR 164.524.
- h. *Amendments to PHI.* If Business Associate maintains PHI in a Designated Record Set, Business Associate agrees to make any amendment(s) to such PHI that Covered Entity directs or agrees to with an Individual pursuant to 45 CFR 164.526, within ten (10) business days after notification of such amendment and in the manner designated by Covered Entity.
- i. *Provide Accounting of Disclosure of PHI.* Business Associate agrees to: (1) document such uses or disclosures of PHI and all necessary information related to such uses or disclosures as would be necessary for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. 164.528 and (2) provide such documentation to Covered Entity or an Individual, in a time and manner designated by Covered Entity, not to exceed fifteen (15) business days, so that Covered Entity may respond to any request by an Individual for an accounting of disclosures in accordance with 45 C.F.R. 164.528. At a minimum, Business Associate shall provide Covered Entity with the date of the disclosure, the name of the entity or person who received the PHI and (if known by Business Associate) the address of such entity or person, a brief description of the PHI disclosed, and a brief statement of the purpose of the disclosure that reasonably describes the basis for the disclosure.
- j. *Mitigate Losses.* Business Associate agrees that if it has knowledge of any harmful effect of a use or disclosure of PHI by Business Associate that would violate this agreement, it will mitigate such effect, to the extent practicable.

87.3 Permitted Uses and Disclosures by Business Associates

- a. Permitted Uses.

Business Associate shall not use PHI except for: (i) the purpose of performing Business Associate's obligations to Covered Entity under any existing or future agreement, contract, contract provider agreement or purchase of services agreement between Business Associate and Covered Entity or (ii) any other purpose specifically permitted under this Agreement. Further, Business Associate shall not use PHI, created, received or disclosed pursuant to this Agreement, in any manner that constitute a violation of the Privacy Rule if so used by the Covered Entity except for the uses found in subsection (b) of this Section. The typical permitted uses or disclosures would be those for treatment, payment and/or healthcare operations as defined in 45 CFR Section 164.501, et seq.
- b. Additional Uses.
 - i. Except as otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
 - ii. Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed *only* as required by law or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
 - iii. As permitted by 45 CFR 164.504(e)(2)(i)(B), Business Associate may use PHI to provide data aggregation services to Covered Entity, so long as the Covered Entity and Business Associate enter into an agreement or contract through which such services are provided.

c. Permitted Disclosures.

Business Associate shall not disclose PHI in any manner that would constitute a violation of the Privacy Rule if disclosed by the Covered Entity, except that Business Associate may disclose PHI: (i) in a manner permitted pursuant to this Agreement; (ii) for the proper management and administration of the Business Associate; (iii) as required by law; or (iv) for the data aggregation services for the health care operations of the Covered Entity.

Before disclosing PHI to any third party, unless the disclosure is required by law, Business Associate must first obtain reasonable assurances from the entity receiving the PHI that it will: (i) maintain the confidentiality of the PHI and only disclose the PHI as required by law or for the purposes for which it was disclose to the third party and (ii) immediately notify Business Associate of any breaches of confidentiality as soon as it learns of such breaches.

87.4 Obligations of Covered Entity

- a. Covered Entity agrees to be responsible for using appropriate safeguards to maintain and ensure the confidentiality, privacy and security of PHI transmitted to Business Associate pursuant to this Agreement, until such PHI is received by Business Associate.
- b. Covered Entity agrees to provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 C.F.R. 164.520, as well as any changes to such notice.
- c. Covered Entity agrees to provide Business Associate with any changes in, or revocation of, permission by Individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures.
- d. Covered Entity agrees to notify Business Associate of any restrictions to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522.
- e. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if performed by Covered Entity, except for those practices permitted by the Privacy Regulations and found in Section III(b) of this Agreement.

87.5 DMH Organized Health Care Arrangement

- a. If Business Associate is a Contract Provider providing mental health and/or substance abuse and/or developmental disabilities services to DMH clients, then by accepting this Business Associates Agreement, Business Associate is, hereby, designated a member of the DMH Organized Health Care Arrangement and shall have additional duties as set forth in this section. The DMH Organized Health Care Arrangement is defined as DMH, its state operated facilities, and all DMH contract providers providing mental health and/or substance abuse and /or developmental disabilities services to DMH consumers.
- b. Business Associate shall incorporate into its business practices regarding compliance with the Privacy Rule, Covered Entity's definition of "designated record set" (found in DMH Departmental Operating Regulation 8.100) and "psychotherapy notes" (found in DMH Departmental Operating Regulation 8.030).
- c. Business Associates subject to this section and deemed to be part of the DMH Organized Health Care Arrangement shall create a Notice of Privacy Practices which shall be given to all DMH consumers, at the very latest, at the time of the consumer's first service following the effective date of the Privacy Rules. Covered Entity shall provide Business Associate with boilerplate language regarding Covered Entity's Notice of Privacy Practices and Business Associate shall incorporate this language into its own Notice of Privacy Practices. Business Associate's Notice of Privacy Practices shall also clearly list as a permissible use and/or disclosure, sharing of the DMH consumer's PHI with other members of the DMH Organized Health Care Arrangement for purposes of treatment, payment and health care operations. Covered Entity acknowledges that there will be some provisions in Business Associate's Notice of Privacy Practices that differ from Covered Entity's Notice of Privacy Practices, such as inclusion of Business Associate's website, if applicable, Business Associate's use of facility directories, Business Associate's privacy contact person and Business Associate's marketing practices.
- d. Covered Entity and Business Associate are independent entities and Business Associate's inclusion in the DMH Organized Health Care Arrangement is not intended or shall be construed to create an agency relationship, employment relationship or joint venture between the parties. Furthermore, neither party intends for this agreement to alter in any way their respective rights or their legal obligations to one another or to any third party.

87.6 **Audits and Inspections**

Upon learning of a possible HIPAA regulation violation, or that Business Associate has breached this Agreement, Covered Entity may inspect the facilities, systems, books and records of Business Associate to monitor compliance with this Agreement. Business Associate shall promptly remedy any violation of any term of the Agreement. Any right of, action by or inaction by Covered Entity pursuant to this section, shall not constitute an acceptance of any unsatisfactory practice pursuant to this Agreement and does not relieve Business Associate of its responsibility to comply with this Agreement.

87.7 **Amendment**

The parties acknowledge that federal and state laws regarding electronic data security and privacy are rapidly evolving and that amendment of this Agreement might be required to ensure compliance with such developments. The parties agree to take such action as necessary to implement the standards and requirements of HIPAA, the Privacy Regulations, any other regulations promulgated under HIPAA, and any other applicable laws relating to the security and confidentiality of PHI. Thus, the parties agree that upon the enactment of any law or regulation affecting the use or disclosure of PHI, or the publication of any decision of any federal or state of Missouri court having jurisdiction over the parties to this Agreement or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of HIPAA or any HIPAA regulations, Covered Entity may, by written notice to Business Associate, amend this agreement in order to maintain compliance with that law, regulation, ruling, interpretive policy or opinion.

87.8 **Material Breach**

If Covered Entity becomes aware of any pattern of activity or practice by Business Associate which would constitute a material breach of any of the provisions of this Agreement, Covered Entity may, at its discretion, provide an opportunity for Business Associate to cure the breach and end the violation or immediately terminate this Agreement and any other agreements between the parties requiring the transfer of PHI. Further, if Business Associate does not cure the breach or end the violation to Covered Entity's satisfaction within a specified time frame, Covered Entity may, if feasible, terminate this Agreement and any other agreement requiring the transfer of PHI that might exist between the parties. If termination of this Agreement is not feasible, Covered Entity shall report Business Associate's breach or violation to the Secretary pursuant to 45 C.F.R. 164.504(e)(1)(ii).

87.9 **Term and Termination**

- a. *Term.* This Agreement begins on the Effective Date and remains in effect until all PHI is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions of this Section.
- b. *Effect of Termination.*
 - i. Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall retain no copies of the PHI. This provision shall apply to PHI that is in the possession of subcontractors or agents of the Business Associate.
 - ii. In the event that Business Associate determines that returning or destroying PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of PHI is infeasible, Business Associates shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as the PHI stays in the custody of the Business Associate

87.10 **Miscellaneous**

- a. *Disclaimer.* Business Associate is solely responsible for all decisions made by Business Associate regarding safeguarding PHI.
- b. *No Third-Party Beneficiaries.* Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
- c. *Choice of Law.* The law of the State of Missouri shall govern this Contract.

PART IV – PROPOSAL SUBMISSION AND AWARD INFORMATION

4. PROPOSAL SUBMISSION

- 4.1 Proposals shall be signed, and returned (with all necessary attachments) to the Department by the proposal receipt date and time specified on the signature page of this document.
- a. Specifically, any form containing a signature line of the original RFP and any amendments, pricing pages, etc., shall be signed and returned as part of the proposal.
 - b. When submitting a proposal, the offeror should include four (4) additional paper copies along with its original proposal for a total of five (5).
 - c. In addition, the offeror should include an electronic copy of its entire proposal, including all attachments, in Microsoft compatible format on diskette(s) or CD(s).
- 4.2 Because proposals will be competitively evaluated based on the merits of the information presented, offerors are advised to be very explicit in describing the agency's experience in providing substance abuse treatment, expertise of personnel, and proposed methods for satisfying the requirements contained in this RFP.
- a. It is highly desirable that the offeror respond in a complete, but concise manner. It is the offeror's sole responsibility to submit information related to the evaluation categories. The Department is under no obligation to solicit such information if it is not included with the proposal. The offeror's failure to submit such information may cause an adverse impact on the evaluation of the proposal.
- 4.3 To facilitate the evaluation process, the offeror is encouraged to organize its proposal into distinctive sections that correspond to the individual evaluation categories described herein.
- a. Each distinctive section should be titled with the evaluation category and all material related to that category should be included therein.
 - b. The proposal should be page numbered.
 - c. The signed page one from the original RFP, all signed amendments, and the pricing page should be placed at the beginning of the proposal.
 - d. At a minimum, the offeror's proposal must contain information required in paragraphs 4.8.4 through 4.8.6 in Part IV, PROPOSAL SUBMISSION INFORMATION to be considered for review.
- 4.4 Offerors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all questions or comments regarding the RFP or evaluation to the buyer of record indicated on the first page of this RFP.
- a. Offerors and their agents may not contact any other state employee regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer of record.

- 4.5 Offerors are strongly encouraged to read the attached terms and conditions, Form POS-3, carefully prior to the submission of a proposal. The offeror shall comply with all requirements stated on Form POS-3.
- 4.6 *The offeror is advised that the **only** official position of the Department is that position which is stated in writing and issued as a Request for Proposal and any amendments thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.*
- 4.7 **APPLICABLE TO STATE AGENCIES AND POLITICAL SUBDIVISIONS ONLY**
- 4.7.1 In the event the offeror is a governmental Department or political subdivision which is prohibited by law or court decision from complying with certain provisions of this document, then such offeror may submit a proposal containing a list of statutory limitations and identification of prohibitive clauses which will be modified via a clarification conference between the Department and the offeror, if such offeror is selected for contract award. The clarification conference will be conducted in order to agree to language that reflects the intent and compliance of law and/or court order. However, such an offeror should include in the proposal a complete list of all known statutory references and citations for each provision of this document which is affected by this paragraph and specified in the proposal.
- 4.7.2 Since state agencies are appropriated money by the general assembly, since all Department records are a matter of public record, and since state agencies operate in accordance with state laws, state agencies may not be required to comply with the following: (A) Renewal provisions, (B) Independent Contractor provisions, and (C) Certain Invoicing and Payment Requirements.
- 4.8 **Evaluation and Award Process**
- 4.8.1 All responses to this RFP shall be evaluated according to the procedures of Competitive Evaluation as stated in 9 CSR 25-2. The Department shall evaluate completed proposals from responsive offerors to determine the best proposal for the Department. Any contract resulting from this RFP shall be awarded to the offeror providing the best proposal to the Department. After determining responsiveness, proposals shall be evaluated in accordance with the following categories and respective weight criteria:
- Experience and Reliability of Organization, Expertise of Personnel and
Proposed Method of Performance*** **100%**
- 4.8.2 After an initial screening process, a technical question and answer conference or interview may be conducted, if deemed necessary by the Department, to clarify or verify the offeror's proposal and to develop a comprehensive assessment of the proposal.
- 4.8.3 The Department reserves the right to consider historic information and fact, whether gained from the offeror's proposal, question and answer conferences, references, or any other source, in the evaluation process.

4.8.4 **Experience and reliability** of the offeror's organization will be considered subjectively in the evaluation process.

- a. The offeror is advised to submit detailed information which documents:
 - 1) successful and reliable experience in providing drug and alcohol abuse services;
 - 2) the offeror's existing presence and linkages in the proposed community; and
 - 3) the offeror's experience in providing opioid treatment services.
- b. The offeror should provide, on Exhibit A, or in other similar format, references related to previous and current services/contracts performed by the offeror's organization, which are similar to the requirements of this RFP. These references should include:
 - 1) Name, address, and telephone number of client/contracting agency and a representative of that client/agency who may be contacted for verification of all information submitted;
 - 2) Dates of the service/contract;
 - 3) A brief, written description of the specific prior services performed and requirements thereof; and
 - 4) The signature of the contact person referenced on the Exhibit verifying that that information presented is accurate. The contact person's signature also represents that the contact person is willing and will be available for contact by the State of Missouri in order to discuss the services performed by the offeror.

4.8.5 **Expertise of the personnel** proposed by the offeror to perform the requirements of this RFP, whether from the offeror's organization or from a proposed subcontractor, will be subjectively evaluated.

- a. The offeror is advised to submit detailed information which documents:
 - 1) the qualifications, including education and training, of proposed personnel;
 - 2) the experience of proposed personnel providing drug and alcohol abuse treatment, particularly with opioid treatment; and
 - 3) specialized certification/credentialing of proposed personnel.
- b. The offeror may utilize Exhibit B, or a similar format, for summarizing personnel information and should submit detailed resumes for proposed key personnel.
- c. If personnel are not yet hired, the offeror should provide detailed descriptions of:
 - 1) the required employment qualifications; and
 - 2) detailed job descriptions of the position to be filled.
- d. The offeror should provide an organizational chart showing the staffing and lines of authority for key personnel. The relationship of service personnel to management and to support personnel should be clearly illustrated.

4.8.6 **Method of Performance** proposed by the offeror will be subjectively evaluated based on the offeror's distinctive plan for performing services and meeting the requirements of the RFP.

- a. The offeror must present a written narrative which demonstrates the method or manner in which the offeror proposes to satisfy the requirements of the RFP. The language of the narrative should be clear and straightforward.
- b. On Exhibit C, or in a similar format, the offeror should submit or describe the following:
 - 1) the offeror's philosophy of opioid treatment, knowledge of substance abuse treatment issues and incorporation of evidence based practices;
 - 2) plans for a "continuum of care" that provides comprehensive, individualized drug and alcohol abuse treatment;
 - 3) how unique cultural and linguistic needs within the service delivery area will be met;
 - 4) the proposed facility and how the facility will afford access to a broad range of community resources, including self-help groups, medical, social, psychiatric, recreational, educational, occupational, and spiritual resources;
 - 5) documentation that the proposed facility is properly zoned for the services to be provided;
 - 6) an operational plan that identifies dates of implementation and completion, and procedures for monitoring implementation progress to meet the highly desired or required start dates;
 - 7) documentation that demonstrates the offeror's financial capability to establish and sustain the program;
 - 8) outreach and referral activities through linkages with primary health care providers, law enforcement officials, schools, churches, and other community groups;
 - 9) the proposed hours of operation and how the offeror will meet the needs of working clients and families for weekend and evening services; and
 - 10) plans for getting required regulatory approvals from the Drug Enforcement Administration (DEA), Substance Abuse and Mental Health Services Administration (SAMHSA) and/or Bureau of Narcotics and Dangerous Drugs (BNDD).

4.8.7 Any award of a contract resulting from this RFP will be made only by written authorization from the Department.

- a. The Department reserves the right to make no award, partial awards or multiple awards.
- b. If the initial contract period is for less than a twelve (12) month period, the Department reserves the right to prorate the contract allocation based on the time remaining in the contract period.
- c. The contract award does not guarantee that any or all of the services will be purchased. Services are authorized and purchased strictly on an as needed, if needed basis, as determined by the needs of the Department and its consumers, the contractor's ability to meet those needs and the availability of the Department funds.

4.9 **Business Compliance**

4.9.1 The offeror must be in compliance with the laws regarding conducting business in the State of Missouri. The offeror certifies by signing the signature page of this original document and any amendment signature page(s) that it and any proposed subcontractors are presently in compliance with such laws. The offeror shall provide documentation of compliance upon request by the Department. The compliance to conduct business in the state shall include but may not be limited to:

- Registration of business name (if applicable)
- Certificate of authority to transact business/certificate of good standing (if applicable)
- Taxes (e.g., city/county/state/federal)
- State and local certifications (e.g., professions/occupations/activities)
- Licenses and permits (e.g., city/county license, sales permits)
- Insurance (e.g., worker's compensation/unemployment compensation)
- Licenses, certifications, and/or accreditations for proposed staff

4.9.2 The offeror should enclose with its proposal a copy of currently dated corporate board minutes which authorize a particular person or position to enter the corporation into contractual agreement with the Department of Mental Health.

4.10 **Preference for Organizations for the Blind and Sheltered Workshops**

4.10.1 A five (5) bonus point preference shall be granted to offerors including products and/or services manufactured, produced or assembled by a qualified nonprofit organization for the blind established pursuant to 41 U.S.C. sections 46 to 48c or a sheltered workshop holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920 RSMo. Five bonus points will be added to the total evaluation points for offerors qualifying for the preference.

- a. If the offeror is an organization for the blind or sheltered workshop, the offeror should provide evidence of qualifications (i.e., copy of certificate or certificate number).
- b. If the offeror is utilizing an organization for the blind or a sheltered workshop as a subcontractor, the offeror should submit: (1) a letter of intent signed by the organization for the blind or sheltered workshop describing the products/services they will provide and indicating their commitment to aid the contractor's performance under the prospective state contract, and (2) evidence that the subcontractor qualifies as an organization for the blind or sheltered workshop.
- c. The two known organizations for the blind in the State of Missouri are Lighthouse for the Blind and Alpha Pointe. A list of Missouri sheltered workshops can be found at the following internet address:

<http://www.dese.state.mo.us/divspeced/shelteredworkshops/manager.html>

4.11 **Submission of DEA Documentation**

4.11.1 In order to meet the required program startup date, the offeror must submit documentation as required in Part I, paragraph 1.6.3, above, with their proposal.

Pricing Page

5.1 The contractor shall be paid for actual services rendered in accordance with the requirements stated herein and the service definitions stated in Attachment D. All costs associated with providing the required services shall be included in the firm, fixed prices stated herein.

Service Code	Service Description	Unit of Service	Firm, Fixed Price
12012W	ISAP	Each (1)	\$120.00
20002J	Case Management	¼ hr.	\$11.00
31002J	Individual counseling	¼ hr.	\$11.00
31012J	HIV Pre-Test Counseling	¼ hr.	\$11.00
31022J	HIV Post-Test Counseling	¼ hr.	\$11.00
31042J	TB Post-Test Counseling	¼ hr.	\$11.00
32102J	Codependency Individual Counseling	¼ hr.	\$11.00
32212H	Family Counseling	¼ hr.	\$11.00
47502T	Group counseling	¼ hr.	\$2.06
47602T	Group education	¼ hr.	\$2.06
81012J	Outpatient Physical Medical Services	¼ hr.	\$25.00
81092W	Methadone Level	Each (1)	65.00
811L21	One panel drug test – laboratory	Per Test	\$2.50
811L22	Two panel drug test – laboratory	Per Test	\$5.00
811L23	Three panel drug test – laboratory	Per Test	\$7.50
811L24	Four panel drug test – laboratory	Per Test	\$10.00
811L25	Five (or more) panel drug test – laboratory	Per Test	\$12.50
811S21	One panel drug test – on site	Per Test	\$2.50
811S22	Two panel drug test – on site	Per Test	\$5.00
811S23	Three panel drug test – on site	Per Test	\$7.50
811S24	Four panel drug test – on site	Per Test	\$10.00
811S25	Five (or more) panel drug test – on site	Per Test	\$12.50
83002W	Methadone Dosing	Dose (1)	\$5.21

5.2 The prices stated herein shall be legally binding for the entire contract period. The contractor is cautioned therefore not to sign this document unless he/she is confident that the Scope of Work can be accomplished for the prices stated herein.

Authorized Signature of the Offeror

Date

ATTACHMENT A – SCOPE OF WORK

Opioid Treatment Program

1 Program Definition

- 1.1 The Opioid Treatment Program (OTP) is defined as a comprehensive array of community-based treatment services tailored to address the unique needs of individuals addicted to opiate drugs.

2 Program Objectives/Outcomes

- 2.1 The primary objective of the program is to provide opioid treatment services with the goal of achieving the following general outcomes:
- a. abstinence from alcohol and drug use;
 - b. improved employment and/or educational status;
 - c. elimination of criminal behavior;
 - d. improved family relationships and living environment; and
 - e. creation or enhancement of a social support system that is conducive to recovery.
- 2.2 Other general expected outcomes may be added by the Department in accordance with its performance measurement plan and Federal Performance Partnership Grant requirements as they are developed.
- 2.3 In addition to general expected outcomes, there shall be specific treatment outcomes identified for each consumer based upon problems identified in the comprehensive assessment and addressed in an individualized treatment plan.

3 General Requirements

3.1 General

- 3.1.1 The contractor shall provide services in accordance with the provisions and requirements stated herein.

- a. Billable services shall be those services listed on the Pricing Page, provided in accordance with the service definitions and program guidelines.

3.2 Eligibility for Services

- 3.2.1 The contractor shall provide services only to clients that are domiciled in Missouri and meet eligibility requirements as determined by 9 CSR 10-31.016. This requirement may be downloaded from the following site:

<http://www.sos.state.mo.us/adrules/csr/current/9csr/9c10-31.pdf>

3.3 Service Area

- 3.3.1 The contractor shall provide services from a location(s) specified in Attachment B, Specific Requirements and Special Conditions, included herein.

3.4 **Facility**

- 3.4.1 The facility shall meet all applicable certification standards throughout the contract period.
- a. The contractor shall obtain written approval from the Department for any program facility used to deliver services in accordance with this contract prior to the initiation of such services.
 - b. If the contractor determines, or is required, to vacate the program facility approved by the Department, the contractor shall notify the Department of their intent to relocate at least 30 days in advance of the proposed move.
- 3.4.2 The location of the facility (or facilities) should afford access to a broad range of community resources, including self-help, medical, social, psychiatric, recreational, educational, occupational, and spiritual services.

3.5 **Personnel**

- 3.5.1 The contractor shall maintain a sixty (60) percent level of qualified substance abuse professionals (QSAP).
- 3.5.2 All personnel provided by the contractor must have background checks conducted, in accordance with RSMo 630.170, prior to providing services to clients. The requirements for these background checks may be downloaded at the following internet site:
- <http://www.moga.state.mo.us/homestat.asp>
- a. The contractor shall be responsible for all costs related to background checks and screenings.

3.6 **Coordination with the Clinical Utilization Review Staff**

- 3.6.1 The contractor shall coordinate service delivery with the Department's designated clinical utilization review staff, as required.
- a. The contractor must adhere to rules for clinical utilization review in accordance with the requirements of 9 CSR 30-3.100.
 - b. The Department reserves the right to initiate clinical utilization review for any client at any point in a treatment episode. This review may result in payment for services being continued, increased, reduced or discontinued.

3.7 **Referrals**

- 3.7.1 The contractor shall establish procedures for managing inquiries about treatment services and referrals twenty-four hours a day.
- 3.7.2 The contractor shall refer pregnant women or women with children in their custody that are in need of residential support and/or assistance with child care to a Women and Children's CSTAR program.

3.8 **Interpretive Services**

- 3.8.1 The contractor shall provide, on an as needed basis, interpretive services to clients who may be hearing-impaired and/or speak a primary language other than English.
- a. Hearing-impaired clients in need of residential support shall be referred to a specialized program, as required by the Department.
- 3.8.2 The contractor shall coordinate interpretive service needs with the Department and shall obtain Department approval prior to providing interpretive services.
- a. All interpreters must comply with applicable standards for the provision of interpreting services to clients of the Department.

3.9 **Other**

- 3.9.1 The contractor shall participate in outcome studies, as required by the Department.
- 3.9.2 The contractor shall develop a cultural competency plan and provide services in a culturally sensitive manner.
- 3.9.3 The contractor shall identify resources for psychological and/or psychiatric services and shall refer clients and family members to appropriate resources when the needs of such clients and/or family members cannot be met by services directly related to alcohol and other drug abuse issues.

4 Specific Program Requirements – Direct Client Services

4.1 Admissions

- 4.1.1 The contractor shall provide services to eligible clients that meet the admission criteria, as defined in the applicable accreditation/certification standards.
 - a. The contractor shall provide services to clients who are opiate dependent as defined by the current edition of the Diagnostic and Statistical Manual of the American Psychiatric Association.
- 4.1.2 The contractor shall ensure that clients are not enrolled in and receiving methadone from other opioid programs.
- 4.1.3 Upon admission, the contractor shall complete the Criteria for Non-Emergency Medical Evaluation Checklist.
 - a. The contractor may recommend to the client that he/she seek medical attention and, if so, the contractor shall complete the Emergency Criteria for Immediate Medical Evaluation Checklist.
 - b. The contractor shall refer clients for acute medical care as necessary.
- 4.1.4 Upon admission, the contractor shall administer a drug test for each client.

4.2 Assessment

- 4.2.1 Upon admission, the contractor shall administer the Initial Standardized Assessment Protocol (ISAP) to each client.
 - a. The contractor shall administer the ISAP for each client that has not received an ISAP within the past six (6) months at a Department funded program.
 - b. The contractor shall administer an assessment update if a client has been admitted to a Department funded program within the past six months and had an ISAP completed.
 - 1. The assessment update shall consist of a client demographics update in the Department's information system and also an update of the alcohol and drug domains of the Addictions Severity Index (ASI).
 - A. The contractor may bill up to four units of individual counseling for this update.

4.3 **HIV / TB / STD / Hepatitis Risk Assessment, Education, Testing and Counseling**

- 4.3.1 The contractor shall have a working relationship with the local health department, physician, or other qualified healthcare provider in the community to provide any necessary testing services for Human Immunodeficiency Virus (HIV), tuberculosis (TB), sexually transmitted diseases (STDs), and Hepatitis.
- 4.3.2 The contractor shall provide staff with specific training and experience in providing HIV, TB, STD and Hepatitis counseling to substance abusers.
 - a. Contractor staff providing HIV counseling shall be trained according to Missouri Department of Health and Senior Services (DHSS) guidelines and standards.
 - 1. The contractor shall be responsible for all costs, if any, associated with receiving any such training.
 - b. The counselor(s) providing post-test counseling shall be knowledgeable about additional services and care coordination available through the Department of Health and Senior Services.
- 4.3.3 The contractor shall arrange for HIV, TB, STDs and Hepatitis testing to be available to the client at any time during the course of the client's treatment.
 - a. The contractor shall make referrals and cooperate with appropriate entities to ensure coordinated treatment, as appropriate, is provided for any clients with positive tests.
- 4.3.4 The contractor shall provide or arrange individual counseling for clients prior to testing for HIV.
 - a. In the event the contractor elects to provide HIV pre-test counseling, counseling shall be provided in accordance with the State of Missouri Department of Health and Senior Services Rule (19 CSR 20-26.030), as mandated by state law.
 - 1. These requirements may be downloaded from the following site:
<http://www.sos.state.mo.us/adrules/csr/current/19csr/19c20-26.pdf>
- 4.3.5 The contractor shall provide or arrange individual post-test counseling to all clients tested for HIV and TB.
- 4.3.6 The contractor shall provide group education with substance abusers and/or significant others of abusers to discuss risk reduction and the myths and facts about HIV/TB/STD/Hepatitis and the risk factors for contracting it.

4.4 **Case Management**

- 4.4.1 Case management shall include activities which link the client and/or family members to the service system and coordinate the various services for such people.
- 4.4.2 Case management services shall be provided by:
 - a. a qualified substance abuse professional; or
 - b. an associate substance abuse counselor, as defined in certification standards; or
 - c. individuals with a bachelor's degree in social work, psychology, nursing or a closely related field, from an accredited college or university.
 - 1. Equivalent experience may be substituted on the basis of one (1) year for each year of required educational training.

4.5 **Individual Counseling**

4.5.1 Individual counseling shall consist of goal oriented, face-to-face interaction with the primary client in accordance with the treatment plan to relieve symptoms and resolve problems related to alcohol and/or other drug abuse which interfere with the client's ability to function in society.

4.6 **Group Counseling**

4.6.1 Group Counseling shall consist of face-to-face, goal-oriented therapeutic interaction, directly related to the attainment of objectives as defined in the written treatment plan and provided to groups of more than one, but not more than twelve clients.

4.7 **Group Education**

4.7.1 Group Education shall consist of the presentation of recovery related information and its application to participants along with group discussion in accordance with individualized treatment/rehabilitation plans.

4.8 **Family Counseling**

4.8.1 The contractor may provide family counseling which consists of face-to-face counseling and/or education for the primary client and one or more members of the same family designed to address and resolve the family's dysfunction, particularly as it relates to an alcohol and/or other drug abuse problem.

4.8.2 When family counseling is provided and the family has more than one person who is an active client, the contractor shall invoice for services for only one client. However, a progress note shall be entered in the records of all family members who are active clients.

4.8.3 Family counseling shall not be provided when there is current violence in the relationship.

4.9 **Methadone Level**

4.9.1 Methadone Level shall include analysis of a blood specimen in order to assist with monitoring the effects of methadone treatment during maintenance therapy.

- a. Blood specimens shall be drawn by a phlebotomist or other professional recognized by the State of Missouri as qualified to obtain such specimens.

4.10 **Methadone Dosing**

4.10.1 Methadone Dosing shall consist of the administration and dispensing of the medication.

4.11 **Outpatient Physical Medical Services**

4.11.1 The service shall include physician evaluation and other related medical services for clients in the program.

4.12 **Client Drug Testing**

4.12.1 The contractor may be reimbursed for client drug testing in accordance with the following:

- a. Each test must be documented in a client progress note which must include the following information:
 - category or type of test (on-site or laboratory),
 - number of panels and types of drugs tested for, and
 - test results.

4.12.2 Drug testing may be performed on-site or may be sent to a laboratory.

- a. On-site tests are performed at the contractor location. These tests are usually conducted using a dipstick or tablet. The results are available immediately.
- b. Laboratory testing is conducted by collecting and sending samples to a laboratory. The results are sent back to the contractor after a comprehensive analysis. This process typically takes several days and includes level of concentration of substance(s) detected.

4.12.3 On-site and laboratory testing will be reimbursed per the rates set on the pricing page.

4.12.4 Retesting for confirmation of laboratory results will not be reimbursable.

4.13 **Discharge**

4.13.1 At the time of discharge from the program the contractor shall administer a drug test for each client.

5 Specific Program Requirements – Services for Family Members

5.1 The contractor may provide services to family members of active clients in the contractor's program.

5.2 The contractor may provide any or all of the services listed below to family members in order to meet their needs.

5.2.1 **Codependency Individual Counseling** – The contractor may provide codependency individual counseling which consists of individual face-to-face assessment, counseling, and/or education provided to a family member(s) age 13 or over and/or to a family member below the age of 13 who possesses the requisite social and verbal skills to participate and benefit from counseling.

- a. Codependency individual counseling shall be designed to address and resolve issues related to codependency and alcohol and/or other drug abuse in the family.

5.3 The contractor shall include a substance use history for both the family members and the alcohol and/or drug abuser, as far as known, in the assessment of the family member conducted during admission. The treatment plan shall include intervention services, when appropriate

6 Other Program Requirements

6.1 Peer Review

- 6.1.1 The contractor shall make staff available for the Peer Review process in accordance with the following conditions:
- a. A maximum of five (5) days of staff time may be required during each contract period;
 - b. The contractor and the Department will mutually agree upon the date, time, and location of the peer reviews;
 - c. Travel expenses will be reimbursed per the Department regulations;
 - d. Peer reviewers will be accompanied by staff from the Department and will not be expected to work alone; and
 - e. The peer review process will focus on the quality, appropriateness, and efficacy of treatment services provided as well as other areas, as defined by the Department.
- 6.1.2 Peer review staff shall submit a written report of their findings and recommendations, to the District Administrator of the District in which the peer review was conducted, within ten (10) working days of completion of the review.

6.2 Emergency Contingency Plan

- 6.2.1 The contractor shall have a written emergency contingency plan for ensuring that clients receive services in the event of a disaster such as a fire, flood, earthquake, loss of all or part of contractor's staff, or any other unplanned event.
- a. The contractor shall submit the plan to the appropriate District Administrator within 90 days of contract award.
 - b. The contractor shall modify the plan, as required by the Department.
- 6.2.2 The contractor shall submit an updated plan, as necessary, and, at a minimum, on an annual basis.

ATTACHMENT B – Specific Requirements and Special Conditions

1 Program Location

- 1.1 The contractor shall provide services from a location in **St. Louis County, Missouri.**

2 Facility

- 2.1 The contractor shall comply with all State and Federal regulations regarding methadone programs

3 Certification

- 3.1 The contractor must be certified to provide Opioid and Outpatient Treatment services in accordance with certification standards.

4 Eligibility for Implementation Payments

The contractor shall be eligible for implementation payments in accordance with the terms and conditions specified on Attachment E, attached hereto.

5 Eligibility for Special, Designated Payments

- 5.1 The contractor shall be eligible for the following special, designated payments, at rate(s) established and authorized by the Department. The Department shall determine how the payment will be disbursed.

a. Quality of Care Payment

Service Code: 96022W

Unit: Semi-annual reimbursement

Full Description: Supplemental funding to ensure quality of care for clients by assisting the vendor in retaining qualified counselors.

6 Other

Not applicable

Attachment C: Opioid Treatment Program Menu of Services

Service	Rules and Limits
Assessment (ISAP)	► Completed if no ISAP in past 6 months
Assessment Update	► Completed if ISAP in past 6 months ► May bill up to four (4) units of Individual Counseling
Case Management	► Shall not exceed 5% of the contractor's annual contractual allocation.
Individual Counseling	
Group Counseling	
Group Education	
Family Counseling	
HIV Pre-Test Counseling	
HIV Post-Test Counseling	
TB Post Test Counseling	
Codependency Individual Counseling	
Drug Testing	► Up to two screenings per client per month
Methadone Dosing	
Methadone Level	
Outpatient Physical Medical Services	► Up to four (4) units per client per year

ATTACHMENT D – SERVICE DEFINITIONS

12012W	ISAP	Unit of Service:	Each
	Upon admission, the contractor shall administer the Initial Standardized Assessment Protocol (ISAP) to each client to include: 1) Addictions Severity Index (ASI) - The ASI must be completed by a qualified substance abuse counselor. The ASI must be completed within 72 hours for residential clients or the first 3 outpatient visits. 2) Non Emergency Medical Evaluation Checklist. 3) HIV/TB/STD Risk Assessment. 4) Substance Abuse and Psychiatric Treatment History.		
20002J	Case Management	Unit of Service:	¼ Hour
	This service includes activities which link the client and/or family member(s) to the service system and coordinates the various services for such people. Such activities may include conferring with either intra or interagency staff for planning or transferring clients and/or family member(s) to required internal and external services.		
31002J	Individual counseling	Unit of Service:	¼ Hour
	<p>This service shall include the following for clients admitted to outpatient programs; 1) An intake process which shall consist of the initial screening interview to determine the appropriateness for admission and the administrative and initial assessment procedures related to admission into the program, and; 2) A complete evaluation/assessment of each client for treatment plan development.</p> <p>Individual counseling must consist of a goal oriented process in which the client in therapy interacts on a face-to-face basis with the contractor in accordance with the treatment plan to relieve symptoms and resolve problems related to alcohol/drug dependency that interfere with the client's ability to function in society. Individual counseling relates to interactions intended for the benefit of the client and/or if the service is related to the treatment plan goals of the client. Service to family members intended to benefit the family or family member's own problems, needs, or treatment plan goals shall be considered Services to Family Members.</p>		
31012J	HIV Pre-Test Counseling	Unit of Service:	¼ Hour
	Face-to-face counseling with an alcohol or other drug abuser for the purpose of assessing the client's risk of exposure to HIV. Included in HIV pre-test are the HIV risk assessment interview, HIV pre-test counseling session, and proper documentation of pre-test counseling session.		
31022J	HIV Post-Test Counseling	Unit of Service:	¼ Hour
	Face-to-face counseling with an alcohol and/or drug abusers and/or partner of an abuser who has been HIV antibody tested. This service includes the HIV post-test counseling session and proper documentation and, partner elicitation as well as medical, social and psychological referrals.		

ATTACHMENT D – SERVICE DEFINITIONS

31042J	TB Post-Test Counseling	Unit of Service:	¼ Hour
	Face-to-face counseling with an intravenous drug abuser who has been Mantoux TB skin tested. The TB post-test counseling session includes proper documentation and reporting of test results, appropriate referrals to local TB clinics, and administration, documentation and follow-up of INH preventive TB therapy of the client.		
32102J	Codependency Individual Counseling	Unit of Service:	¼ Hour
	Individual face-to-face assessment, counseling, and/or education provided to a family member age 13 or over and/or to a family member below the age of 13 who possesses the requisite social and verbal skills of a 13 to 19 year old. All such services are designed to address and resolve issues related to co-dependency and alcohol and/or drug abuse.		
32212H	Family Counseling	Unit of Service:	¼ Hour
	Face-to-face counseling and/or education for two or more family members designed to address and resolve the family's dysfunction, particularly as it relates to an alcohol and/or drug abuse problem.		
47502T	Group Counseling	Unit of Service:	¼ Hour
	Group counseling consists of activities directly related to the attainment of objectives as defined in the written treatment plan and provided to groups of more than one, but not more than twelve clients.		
47602T	Group education	Unit of Service:	¼ Hour
	Group Education shall consist of the presentation of recovery related information and its application to participants along with group discussion in accordance with individualized treatment/rehabilitation plans.		
81012J	Outpatient Physical Medical Services	Unit of Service:	¼ Hour
	Physician evaluation of a new or established client's physical health which includes a history of health issues, and initiation of diagnostic and treatment programs.		
81092W	Methadone Level	Unit of Service	Each (1)
	Analysis of a blood specimen in order to assist with monitoring the effects of methadone treatment during maintenance therapy. Blood specimens shall be drawn by a Phlebotomist or other professional recognized by the State of Missouri as qualified to obtain such specimens. Blood draws shall be properly documented and routed to an accredited laboratory for analysis. An official report from the accredited and qualified laboratory stating the test results shall be included in the client record along with any action taken as a consequence of such test results.		

ATTACHMENT D – SERVICE DEFINITIONS

811L21	One panel drug test – laboratory	Unit of Service:	Per Test
811L22	Two panel drug test – laboratory	Unit of Service:	Per Test
811L23	Three panel drug test – laboratory	Unit of Service:	Per Test
811L24	Four panel drug test – laboratory	Unit of Service:	Per Test
811L25	Five (or more) panel drug test – laboratory	Unit of Service:	Per Test
811S21	One panel drug test – on site	Unit of Service:	Per Test
811S22	Two panel drug test – on site	Unit of Service:	Per Test
811S23	Three panel drug test – on site	Unit of Service:	Per Test
811S24	Four panel drug test – on site	Unit of Service:	Per Test
811S25	Five (or more) panel drug test – on site	Unit of Service:	Per Test
	On-site or laboratory testing for substance use. On-site tests are performed at the contractor location. These tests are usually conducted using a dipstick or tablet. The results are available immediately. Laboratory testing is conducted by collecting and sending samples to a laboratory. The results are sent back to the contractor after a comprehensive analysis. This process typically takes several days and includes level of concentration of substance(s) detected.		
83002W	Methadone Dosing	Unit of Service	Day (1)
	Methadone Dosing shall consist of the administration and dispensing of the medication.		

ATTACHMENT E – Implementation Phase Requirements

1. The contractor shall be eligible for implementation payments in accordance with the terms and conditions specified herein.
2. The contractor shall submit, with their proposal, an operational plan that identifies dates of implementation and completion, and procedures for monitoring implementation progress to meet the required start dates.
 - a. The plan must specifically address the implementation objectives identified by the Department, and how the contractor will ensure these objectives will be met.
3. Implementation objectives must be achieved in the following sequential order, by the date stated by the contractor, in order for the contractor to receive the implementation payments specified for each objective.

	Objective	Implementation Payment
Objective # 1	Secure Building	\$ 18,000
Objective # 2	Facility Open	\$ 36,000

4. The contractor shall state the completion dates for each of the following implementation objectives:

	Implementation Objective	Date of Completion
4.1	Secure Building	
4.2	Facility Open	

5. During the implementation phase, the contractor shall submit documentation verifying completion of each implementation objective and shall receive payment upon approval from the Department for each completed implementation objective.

The offeror understands and agrees to the terms and conditions of the Implementation Payments as specified herein.

Authorized Signature of the Offeror

Date

ATTACHMENT F – Physician Certification Form

1 Physician Certification Form - NOT APPLICABLE

ATTACHMENT G – MOE Requirements

Not Applicable

ATTACHMENT H – Trauma Services Requirements

Not Applicable



NOTICE TO INDIVIDUALS RECEIVING SUBSTANCE ABUSE SERVICES

No provider of substance abuse services receiving Federal funds from the U.S. Substance Abuse and Mental Health Services Administration, including this organization, may discriminate against you on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to actively participate in a religious practice.

If you object to the religious character of this organization, Federal law gives you the right to a referral to another provider of substance abuse services. The referral, and your receipt of alternative services, must occur within a reasonable period of time after you request them. The alternative provider must be accessible to you and have the capacity to provide substance abuse services. The services provided to you by the alternative provider must be of a value not less than the value of the services you would have received from this organization.

EXHIBIT A

PRIOR EXPERIENCE OF OFFEROR

The offeror should copy and complete this form for each reference being submitted as demonstration of the offeror's prior experience. **In addition, the offeror is advised that if the contact person listed for the reference is unable to be reached during the evaluation, the listed experience may not be considered.**

Offeror Name:	
Reference Information (Prior Services Performed For :)	
Name of Reference Company:	
Address of Reference Company:	
Reference Contact Person Name:	
Contact Person Phone #	
Contact Person e-mail address:	
Dates of Prior Services:	
Dollar Value of Prior Services	
Description of Prior Services Performed	

As the contact person for the reference provided above, my signature below verifies that the information presented on this form is accurate. I am available for contact by the State of Missouri for additional discussions regarding the association of me/my company with the offeror referenced above:

Signature of Reference Contact Person

Date

EXHIBIT B

PERSONNEL EXPERTISE SUMMARY (Also attach resumes for key personnel)

	Personnel	Background and Expertise of Personnel
1	Name: _____ Title: _____	
2	Name: _____ Title: _____	
3	Name: _____ Title: _____	
4	Name: _____ Title: _____	
5	Name: _____ Title: _____	
6	Name: _____ Title: _____	

EXHIBIT C

PROPOSED METHOD OF PERFORMANCE

The bidder may use this form, or any format desired, to present a written plan for performing the requirements specified in this Request for Proposal.

**STATE OF MISSOURI
DEPARTMENT OF MENTAL HEALTH**

Terms and Conditions of a Request for Proposal (POS 3)

This document consists of those terms, conditions and procedures applicable to the solicitation and evaluation of proposals and the award of a contract resulting from the issuance of a Request for Proposal by the Department of Mental Health of the State of Missouri.

Terminology of a Request for Proposal

Whenever the following words and expressions appear in a Request for Proposal document or any amendment, exhibit or attachment thereto, the definition or meaning described below shall apply.

- A. Agency means the statutory unit of state government in the State of Missouri for which the service, supplies and/or equipment is being purchased by the Department of Mental Health.
- B. The word buyer means the procurement staff member of the Department of Mental Health identified on the front page of the RFP.
- C. The word contractor means the person or organization that enters into a legally binding contract thereby agreeing to perform a service and/or to furnish supplies or equipment in return for the payment of money.
- D. The word may means that a certain act is permissive, but not required.
- E. The word must means that the performance of a certain act is a mandatory condition and that there is no choice but to perform the action exactly as described.
- F. Offeror means the person or organization that responds to an RFP with a proposal and prices to provide the service, supplies or equipment as required in the RFP document.
- G. Proposal Close Date and Time and similar expressions mean the exact deadline required by the RFP for the physical receipt of proposals by the Department of Mental Health in its offices.
- H. A Request for Proposal or RFP means those procurement documents issued by the Department of Mental Health to potential offerors for the purchase of services, supplies and/or equipment as described in the document. The definition includes all attachments, exhibits and/or amendments thereto.
- I. The word shall is an auxiliary verb utilized in the imperative mood and has the same meaning as the word must.
- J. The word should means that there is a strong expectation that a certain act will be performed without a mandatory obligation to perform such an act.
- K. The word will is an auxiliary verb denoting future tense only.

Request for Proposal Equity

- A. It is the intent and purpose of the Department of Mental Health that the Request for Proposal permits free and open competition. However, it shall be the offeror's responsibility to advise the Department of Mental Health if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirement to a single source or otherwise prohibits the submission of a proposal. The notification should be received by the Department of Mental Health at least ten workdays prior to the proposal close date and time. The offeror may submit a notification after the elapse of this period provided sufficient time is permitted for a thorough review by the Department of Mental Health. A review of the notification will be made by the Department of Mental Health and its decisions shall be final.
- B. Offerors should be aware that the Department of Mental Health constantly monitors each and all procurement activities to detect any possibility of deliberate restraint of competition, collusion among offerors, price-fixing by offerors or any other anti-competitive conduct by offerors which appears to violate state and federal antitrust laws. Any suspected violation will definitely be referred to the Missouri Attorney General's Office for appropriate action.

The Request for Proposal Document

- A. The Request for Proposal contains two basic types of requirements and information, although it may be organized into several parts. One type consists of the scope of work (service requirements) and related contractual requirements which the offeror must comply if awarded a contract. The other type consists of those basic instructions and procedural requirements which must be observed and satisfied by the offeror when submitting a proposal for consideration.

- B. Offerors are strongly encouraged to read the RFP carefully.
- C. The Request for Proposal is mailed to persons and organizations at the address currently on file with the Department of Mental Health. If any portion of the address is incorrect, the offeror must notify the buyer upon receipt of the document. Any subsequent amendment to an RFP shall be mailed to the same address as the original RFP unless otherwise notified.

Amendments to a Request for Proposal

- A. The Department of Mental Health reserves the right to officially modify (or cancel) a Request for Proposal after issuance. Such a modification will be identified as an amendment.
- B. Unless otherwise stated in the amendment form itself, the offeror must sign and return any amendment with his or her sealed proposal no later than the official proposal close date and time as acceptance of the conditions stated therein. However, the sealed submission of the last amendment only will constitute the submission and acceptance of all previous amendments.
- C. Verbal messages shall not be permitted or considered as an acceptance of an amendment.

Questions by Offerors

- A. Any question related to an RFP must be directed to the buyer in the Department of Mental Health whose name appears on Form DMH 8229. The offeror shall not contact nor ask questions of the state facility for which the requirement is being procured. Questions should be submitted in writing when time permits. The buyer may require any and all questions to be submitted in writing at his or her sole discretion. Any correspondence related to an RFP should refer to the appropriate RFP number, page, paragraph number, etc. However, do not place the RFP number on the outside of the envelope containing questions since such an envelope will be identified as a sealed proposal and will not be opened until after the official close date and time.
- B. Questions will also be permitted at Pre-Proposal Conferences when scheduled. If scheduled, the RFP will contain the date, time and location of the Pre-Proposal Conference. Offerors shall attend at their own expense. The offeror should bring a copy of the RFP since it will serve as the agenda. Since impromptu questions may be asked and spontaneous answers may be given, the only official position of the Department of Mental Health shall be the position or answer issued to offerors in writing. Transcripts are not normally made nor issued to offerors.

Proposal Security Deposits

- A. If a proposal security deposit is required, the requirement shall be stated in the RFP documents. At the time that the proposal is submitted, the offeror must furnish the security depository in a form of a bond, certified check, cash or bank draft in the amount required, made payable to the State of Missouri. The security deposit should be attached to the proposal and included within the sealed envelope or container. No personal or company checks are acceptable. The security deposit must guarantee that the offeror will accept a contract or purchase order in accordance with the requirements of the RFP as requested. Failure to accept a contract or purchase order will cause the amount of the security deposit to be surrendered to the State of Missouri.
- B. The security deposits of unsuccessful offerors will be returned only after the contract award is made. If a performance bond is required, the successful offeror's security deposit will be held until an appropriate performance bond, in the amount stated in the contract, is received by the Department of Mental Health. Failure to submit a performance bond as specified shall result in the forfeiture of the security deposit.

Submission of Proposals by Offerors

- A. A proposal submitted by an offeror must (1) be signed by the offeror on the Department of Mental Health's RFP Form DMH 8229, (2) contain all information required by the RFP, (3) be priced as required, (4) be sealed in an envelope or container, (5) be attached to a security deposit if required, and (6) be delivered to the address specified in the RFP and be officially time stamped no later than the date and time indicated on Form DMH 8229.
- B. The offeror should clearly mark and identify their sealed envelope or container as containing a RFP.

Modifications to an Offeror's Proposal

- A. An offeror's proposal may be modified or withdrawn by written, sealed notice prior to the official closing date and time specified in the RFP. A proposal may also be withdrawn or modified in person by the offeror or his authorized representative, provided proper identification is presented before the official closing date and time. Verbal requests to withdraw or modify a proposal will not be considered.
- B. After the official closing date and time, no change in proposal prices or other provisions of the proposal shall be permitted except as specified in the RFP.

Proposal Opening

- A. After the expiration of the official proposal close date and time, proposals will be opened. The offerors and the public are invited, but not required to attend the formal opening of proposals. No decisions related to an award of a contract shall be made at the opening.
- B. The Department of Mental Health employees shall not quote prices after an opening via a telephone request.

Late Proposals

- A. Any proposal received by the Department of Mental Health after the exact proposal closing date and time shall not be opened and shall not be evaluated regardless of the reason and mitigating circumstances related to its lateness or degree of lateness.
- B. It is the sole responsibility of the offeror to ensure that her or his sealed proposal is physically received and officially time stamped by the Department's Contracts Unit no later than the official proposal close date and time. Late proposals shall be returned to offerors, unopened.

Criteria for Award

- A. The award of a contract or purchase order resulting from a Request for Proposal shall be based on the lowest and/or best proposal received in accordance with the evaluation criteria as published in the Request for Proposal document. The comparative evaluation of the strengths and weaknesses of proposals, in relationship to the published evaluation criteria, shall be made by using subjective judgment after determining that a proposal satisfies the requirements stated in the Request for Proposal.
- B. When the RFP solicits a price for a specific unit of measure, the Department of Mental Health shall assume that a unit price is correct, as documented on the RFP's Pricing Page, regardless of any discrepancies contained in the offeror's proposal.
- C. In the evaluation of proposals, the Department of Mental Health reserves the right, in the best interest of the State of Missouri, to reject any and all proposals and to waive any minor informality or irregularity in the proposals offered. The Department of Mental Health also reserves the right to make no awards, multiple awards or partial awards.

Public Notice of Awards

- A. Evaluation results may not be mailed to all offerors due to the tremendous manpower effort and monetary expense involved. For the same reason, telephone requests for results are discouraged.
- B. Offerors are permitted to review competitors' proposals and evaluation documents only after the contract award is final. Requests for such a review must be made in writing to the Department and in accordance with State and Department statutes and regulations.

Performance Bonds

- A. If required, as a condition for the award of a contract, the amount of a performance bond shall be described in the Request for Proposal at the time of issuance. The performance bond must be issued for the amount specified by a surety company authorized to do business in the State of Missouri, or secured with a certified check, cash or cashier's check. No personal or company checks are acceptable.
- B. Offerors are strongly encouraged to ensure that a performance bond is obtainable prior to the submission of a proposal.

Facsimile & Telegram Documents

- A. All responses to RFPs and amendments to RFPs, including "no bid" responses and requests to modify a bid, must be delivered to the address specified in the RFP in a sealed envelop or container. Submission by unsealed facsimile, telegram or telephone is not acceptable. However, sealed bids containing faxed pages are acceptable. In addition, sealed requests to withdraw bids may be submitted by facsimile or telegram but must be received by the Department's Contracts Unit prior to the official closing date and time specified.